

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AFFLINK, LLC		05/08/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	625 MARQUETTE AVENUE		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55479		
Entity Type:	NATIONAL ASSOCIATION: CALIFORNIA		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	2710611	AFFLAB AFFILIATED LABORATORIES	
Registration Number:	2515332	AFFLINK	
Registration Number:	3124153	AFFCLEAN	
Registration Number:	3159514	AFFEX DELUXE	
Registration Number:	2726980	AFFLAB	
Registration Number:	2972283	AFFMAT	
Registration Number:	3587697	AFFPACK	
Registration Number:	3117704	AFFZORB	
Registration Number:	2666320	ALL HANDS	
Registration Number:	2657393	EC-DOX	
Registration Number:	2659310	CLASSIC TOUCH	
Registration Number:	3104447	ELITEHEALTH	
Registration Number:	3272738	GREEN ORIGIN	
Registration Number:	3268899	HALO	

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Registration Number:	3344615	ISYS
Registration Number:	2934467	NVIROMASTER
Registration Number:	2808433	PROTO CARE
Registration Number:	2995612	SAFETYLINK
Registration Number:	2717954	SELECTHEALTH
Registration Number:	2671881	TOUGH MASTER
Registration Number:	2666324	TRAFI CARE
Registration Number:	2579853	AFFEX
Registration Number:	2664030	AFFEX
Registration Number:	3679013	KUSTOM KARE
Registration Number:	3975020	AFFLINE
Registration Number:	4136709	ELEV8

CORRESPONDENCE DATA

Fax Number: 2122944700

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212 294 6700

Email: trademarkny@winston.com

Correspondent Name: Stanimir N. Kostov

Address Line 1: 200 Park Avenue

Address Line 2: Winston & Strawn LLP

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	150024.7018
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NAME OF SUBMITTER:	Stanimir N. Kostov
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Signature:	/W&S/
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Date:	05/14/2012
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Total Attachments: 5

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AMENDED AND RESTATED GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Amended and Restated Grant of Security Interest in United States Trademarks, dated as of May 8, 2012 (this "Agreement"), by and between AFFLINK, LLC, a limited liability company formed under the laws of Delaware (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (successor by merger to Wachovia Bank, National Association) in its capacity as Collateral Agent (the "Grantee").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of May 23, 2008, by and among Vistar Corporation, Vistar Management, Inc., Wachovia Bank, National Association and the other Lenders party thereto (as amended, restated, supplemented, or otherwise modified from time to time, including as amended and restated on May 8, 2012, the "Credit Agreement"), Performance Food Group, Inc. (f/k/a Vistar Corporation) and other subsidiaries thereto entered into a Security Agreement on May 23, 2008 (as amended and restated from time, including as amended and restated on May 8, 2012, the "Security Agreement") in favor of Wachovia Bank, National Association;

WHEREAS, pursuant to the Security Agreement, the Grantor and other subsidiaries party thereto entered into a Trademark Security Agreement on May 23, 2008 (the "Trademark Security Agreement"), whereby the Grantor pledged and granted to Wachovia Bank, National Association, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks of the Grantor, including without limitation, those items listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing (the "Security Interest");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 29, 2008, at Reel 3786 and Frame 0122;

WHEREAS the Grantee succeeded by merger to Wachovia Bank, National Association;

WHEREAS the Grantor and the Grantee wish to amend and restate the Security Interest granted under the Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Amendment and Restatement of Grant of Security Interest in Trademark Collateral. The Grantor and the Grantee hereby amend and restate the Security Interest and the Grantor confirms the pledge and grant to the Grantee for the benefit of the Secured Parties of a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks of the Grantor including, without limitation, those items listed on Schedule I attached

hereto, and all Proceeds of any and all of the foregoing; provided that with respect to any Trademarks, applications in the United States Patent and Trademark Office to register Trademarks on the basis of any Grantor's "intent-to-use" such Trademarks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the Security Interest and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The Security Interest amended and restated herein is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the Security Interest in the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the amendment and restatement of the Security Interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AFFLINK, LLC,
as Grantor

By: _____

Name: _____

Title: _____

Jeffery W. Fender
Jeffery W. Fender
VP & Treasurer

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent and Grantee

By: 

Name: Daniel L. Denton

Title: Vice President

Trademark Grant Signature Page

TRADEMARK
REEL: 004779 FRAME: 0330

Schedule I

Trademark	App. No./ Reg. No.
AFFLAB AFFILIATED LABORATORIES AND DESIGN	2,710,611
AFFLINK	2,515,332
AFFCLEAN	3,124,153
AFFEX DELUXE	3,159,514
AFFLAB	2,726,980
AFFMAT	2,972,283
AFFPACK	3,587,697
AFFZORB	3,117,704
ALL HANDS	2,666,320
EC-DOX	2,657,393
CLASSIC TOUCH	2,659,310
ELITEHEALTH	3,104,447
GREEN ORIGIN	3,272,738
HALO	3,268,899
ISYS	3,344,615
NVIROMASTER	2,934,467
PROTO CARE	2,808,433
SAFETYLINK	2,995,612
SELECTHEALTH	2,717,954
TOUGH MASTER	2,671,881
TRAFI CARE	2,666,324
AFFEX	2,579,853
AFFEX	2,664,030
KUSTOM KARE	3,679,013
AFFLINE	3,975,020
ELEV8	4,136,709